

## » E250 credit back to your statement when you start taking payments with Barclaycard

Just sign up to Barclaycard Payment Solutions as a new customer before 31 March 2019. T&Cs and exclusions apply

### Here's how it works...

- To show you how seriously we take your business, we'll give you E250 credit back to your statement. Your monthly charges will then be deducted from this until the credit balance is cleared. If your statement shows a credit balance, this won't be credited to your bank account
- If you have more than one outlet, the credit will be split evenly between them as only one amount is payable per legal entity. We reserve the right to charge the value if you close your account during your contract period
- If your business is VAT registered, we'll apply a statement credit of E300 to cover your VAT liability. If your business isn't VAT registered, we'll apply a E250 statement credit

### Here's how you can check you're eligible...

To be eligible for the E250 credit, you must have accepted at least 10 transactions per month on one outlet during your first three months with us (starting from the date you opened your account). Your first month is defined as the first full calendar month after you open your account.

If you're a Smartpay (eCommerce) customer, you must have accepted at least 10 transactions per month over three consecutive months during your first six months with us (starting from the date you opened your account). Your first month is defined as the first full calendar month after you opened your account.

There are some exclusions that apply. They include existing Barclaycard Payment Solutions customers and Barclaycard Anywhere applications.

### Want to know more?

Keep reading to see the terms and conditions in full.

# Barclaycard £250 credit back terms and conditions

## Introduction

Barclays is running a promotion (“Offer”) for any New Business Customer who satisfies the Requirements in accordance with these terms and conditions.

A New Business Customer who satisfies the Requirements in accordance with these terms and conditions will be entitled to the Credit.

The Offer is subject to these terms and conditions, which should be read carefully before applying for an Eligible Service and participating in the Offer.

## 1 Definitions

1.1 In these terms and conditions, the following defined terms apply:

“**Barclays**”, “**we**”, “**us**” and “**our**” means Barclays Bank Plc (a company incorporated in England and Wales with company number 01026167 and with its registered office address at 1 Churchill Place, London, E14 5HP). Barclaycard Payment Solutions is a trading name of Barclays.

“**Credit**” means credit to the value of £250 (exclusive of any VAT) to be applied by the Promoter against invoices raised by the Promoter to the New Business Customer in accordance with these terms and conditions. Each New Business Customer who purchases an Eligible Service from the Promoter and satisfies the Requirements will only be entitled to one Credit, regardless of how many merchant outlets they have and irrespective of whether they purchase one or more Eligible Service. The Credit cannot be exchanged for cash or any other benefit and may be recovered by the Promoter in accordance with clause 4 of these terms and conditions.

“**Eligible Service**” means one or more of the Promoter’s following products and/or services:

- (a) Smartpay Hub;
- (b) Smartpay I (eComm);
- (c) Desktop Card Machine;
- (d) Countertop Card Machine;
- (e) Portable Card Machine;
- (f) Mobile Card Machine; and/or
- (g) Merchant Account,

and any product and/or service that is not listed in this definition above will not be an Eligible Service for the purposes of the Offer or these terms and conditions.

“**Eligible Service Contract**” means the written contract between the New Business Customer and the Promoter relating to an Eligible Service.

“**Initial Eligible Service Contract(s)**” has the meaning given to it in clause 2.2.1 of these terms and conditions.

“**Minimum Term**” means in relation to an Eligible Service, the minimum contract term relating to such Eligible Service as specified in the relevant Eligible Service Contract.

“**Minimum Transaction Requirements**” means:

- (a) where a New Business Customer enters into an Eligible Service Contract in relation to any Desktop Card Machine, Countertop Card Machine, Portable Card Machine, Mobile Card Machine and/or Smartpay Hub, ten (10) or more payment transactions per calendar month must be processed in connection with at least one merchant outlet of the New Business Customer using the relevant Eligible Service in accordance with the relevant Eligible Service Contract during the first three (3) consecutive calendar months after the commencement date of such Eligible Service Contract; or
- (b) where a New Business Customer enters into an Eligible Service Contract in relation to Smartpay I (eComm), ten (10) or more payment transactions per calendar month must be processed in connection with at least one merchant outlet of the New Business Customer using the relevant Eligible Service in accordance with the relevant Eligible Service Contract during three (3) or more consecutive calendar months falling within the six (6) month period after the commencement date of such Eligible Service Contract.

“**New Business Customer**” means a customer who:

- (a) is not an individual or consumer; and
- (b) is an individual legal entity; and
- (c) is incorporated and based in the United Kingdom; and
- (d) trades in GBP Sterling currency; and
- (e) has an annual turnover of no more than six million five hundred thousand pounds (£6,500,000) per year; and
- (f) is not already a customer of the Promoter for any Eligible Service at the time they apply for any Eligible Service during the Promotional Period.

“**Promoter**” means Barclays trading as Barclaycard Payment Solutions with its trading address at 1234 Pavilion Drive, Northampton, NN4 7SG.

“**Promotional Period**” means from 7 January 2019 to 31 March 2019.

“**Requirements**” means the following requirements which an entrant must satisfy in order to receive the Credit:

- (a) the entrant must be a New Business Customer who applies for an Eligible Service from the Promoter during the Promotional Period; and
- (b) in respect of the Eligible Service referred to in paragraph (a) of this definition above, the New Business Customer must enter into an Eligible Service Contract for at least the Minimum Term relevant to such Eligible Service; and
- (c) the Eligible Service Contract referred to in paragraph (b) of this definition above must have a commencement date on or before 31 March 2019; and

- (d) in accordance with the Eligible Service Contract referred to in paragraphs (b) and (c) of this definition above, the New Business Customer must satisfy the relevant Minimum Transaction Requirements; and
- (e) the New Business Customer must not owe any unpaid, outstanding amounts to the Promoter at the time of the Promoter undertaking the assessment in accordance with clause 3.1 of these terms and conditions and/or prior to any Credit being applied to its account in accordance with clause 3.2 of these terms and conditions.

## 2 How to enter

- 2.1 Each New Business Customer who applies for an Eligible Service during the Promotional Period shall be automatically entitled to participate in the Offer in accordance with these terms and conditions, unless they notify the Promoter in writing that they do not wish to participate in the Offer.
- 2.2 Where a New Business Customer enters into one or more Eligible Service Contracts which have a commencement date on or before 31 March 2019, the New Business Customer:
  - 2.2.1 will only be entitled to participate in the Offer once in relation to the initial Eligible Service Contract that is entered into by the New Business Customer or, where the New Business Customer initially enters into multiple Eligible Service Contracts at the same time, will only be entitled to participate in the Offer once in relation to its multiple Eligible Service Contracts collectively ("**Initial Eligible Service Contract(s)**");
  - 2.2.2 will not be entitled to participate in the Offer in relation to any subsequent Eligible Service Contracts that they may enter into after the Initial Eligible Service Contract(s);
  - 2.2.3 will have to satisfy the Requirements in relation to at least one of the Initial Eligible Service Contract(s) in order to receive the Credit;
  - 2.2.4 will not receive more than one Credit where they satisfy the Requirements in relation to more than one of the Initial Eligible Service Contract(s) or in relation to any subsequent Eligible Service Contracts that they may enter into after the Initial Eligible Service Contract(s).

## 3 Applying the Credit

- 3.1 For each New Business Customer who applies for an Eligible Service from the Promoter during the Promotional Period and enters into an Eligible Service Contract for such Eligible Service with a commencement date which occurs on or before 31 March 2019, the Promoter will assess whether such New Business Customer has satisfied the Requirements and is therefore, as a consequence of satisfying the Requirements, entitled to receive the Credit in accordance with these terms and conditions.
- 3.2 Where the Promoter determines that the New Business Customer has satisfied the Requirements in accordance with these terms and conditions, the Promoter will apply the Credit to the account of the New Business Customer which relates to its Initial Eligible Service Contract(s).

- 3.3 Where Credit is applied by the Promoter in accordance with clause 3.2 above, the Promoter will apply the value of the Credit against any future invoices raised by the Promoter to the New Business Customer in relation to the account referred to in clause 3.2 above until the Credit has been used. Where no future invoices are raised by the Promoter to the New Business Customer in relation to such account or the future invoices raised in relation to such account do not cover the full value of the Credit, then the Credit or any balance of the Credit (as applicable) will be forfeited by the New Business Customer.

- 3.4 For the avoidance of doubt, no entrant or New Business Customer shall ever be entitled to receive more than one Credit.

## 4 Recovering the Credit

- 4.1 Where none of the Initial Eligible Service Contract(s) lasts for the duration of its relevant Minimum Term, the Promoter reserves the right to recover the full value of the Credit from the New Business Customer. In such instances, the Promoter may include the full value of the Credit on any statement raised by the Promoter to the New Business Customer in relation to an account of the New Business Customer held with the Promoter and the New Business Customer must pay the full value of the Credit included on such statement to the Promoter in accordance with the payment terms relating to the relevant account as held with the Promoter.

## 5 VAT

- 5.1 Where a New Business Customer satisfies the Requirements and is eligible for the Credit is VAT registered and has provided the Promoter with its VAT registration number at least sixty (60) days prior to the application of the Credit to the account of the New Business Customer in accordance with clause 3.2 above, then the Promoter shall gross up the value of the Credit applied to the account of the New Business Customer by adding the amount of any VAT at the then prevailing rate.
- 5.2 The New Business Customer is solely responsible for accounting to HMRC for any VAT applied to the Credit. The Promoter accepts no liability for the assessment of the VAT treatment on any Credit applied by the Promoter in connection with the Offer.

## 6 Liability

- 6.1 To the maximum extent permitted by law, neither Barclays nor the Promoter will be liable for:
  - (a) any loss, damage, injury or disappointment suffered in connection with this promotion (including but not limited to any damage to the New Business Customer's or any other person's computer or mobile phone equipment as a consequence of downloading or accessing any materials); or
  - (b) any delays or failure (in whole or in part) to perform any of its obligations in connection with the promotion if such delay or failure is caused by something beyond its reasonable control.

- 6.2 The Promoter will determine at its sole discretion whether each entrant is entitled to participate in the Offer and/or receive the Credit in accordance with these terms and conditions.

## **7 Personal Data**

- 7.1 Any personal data which is provided by or on behalf of the New Business Customer to the Promoter or collected by the Promoter in connection with this promotion shall be dealt with in accordance with the privacy policy of the Promoter. A copy of which is available at <https://www.barclaycard.co.uk/personal/privacy-policy>.

## **8 General**

- 8.1 By applying for an Eligible Service during the Promotional Period, the New Business Customer and each person acting on behalf of the New Business Customer are agreeing to be bound by these terms and conditions.
- 8.2 The Promoter will send notices and other documents in connection with the Offer to the New Business Customer's contact person and address for notices as provided by the New Business Customer to the Promoter in the application documents used for its Initial Eligible Service Contract(s) (or to such other contact person and address for the New Business Customer as may have been updated in accordance with its Initial Eligible Service Contract(s)).
- 8.3 If there is any reason to believe that there has been a breach of these terms and conditions, the Promoter may, at its sole discretion, reserve the right to exclude the entrant from participating in the Offer and this promotion.
- 8.4 Trademarks, logos and names of the products, services and retailers are the property of their respective owner.
- 8.5 The Offer and these terms and conditions shall be governed by and construed in accordance with the laws of England and Wales and the courts of England shall have exclusive jurisdiction in relation to any disputes arising in respect of the Offer and/or these terms and conditions.
- 8.6 The Promoter reserves the right to cancel, amend, withdraw, terminate or temporarily suspend the Offer if the Promoter considers it necessary to do so.
- 8.7 Any queries regarding the Offer should be addressed to the Promoter via email to: [CustomerEvolutionTeamSB@barclayscorp.com](mailto:CustomerEvolutionTeamSB@barclayscorp.com) with the following subject header: £250 credit